



**BOARD OF COUNTY COMMISSIONERS'
(BOCC) CONCURRENCE FORM**

This form must be completed for all staff reports being prepared for BOCC meetings/public hearings and is the cover sheet for the staff report. The original (single-sided) staff report needs to be submitted to the County Manager's Office one (1) week in advance of the scheduled presentation date. For Closed Sessions please submit the original (single-sided) and 8 (double-sided copies) of the staff report.

To: Office of the County Manager

From (Name & Division): Diane George, CPPB Procurement/Finance **Phone #:** 301-600-1047

Requested Meeting Date (mm/dd/yr): 1/24/13 **Est. Presentation Time:** 10 minutes

Staff Report Topic:

(The text provided here will also be reflected on the meeting agenda and county's website.)

Purchasing Memo #13-083, Award Rec. Request for Proposal #13-03, Emergency Medical Billing Services

County Funds Requested/Required: \$0 - Revenue Generating

Type of Meeting:

(Click to place a check mark in the following appropriate boxes.)

☒ **Administrative Business** *(The Consent Agenda Committee determines which items are eligible for the consent agenda.)*

☐ **Worksession** ☐ **Closed Session** ☐ **Public Hearing (a.m. ☐ or p.m. ☐)**

☐ **BOCC/BOE Mtg.** ☐ **County/Municipalities Mtg.**

☐ **Power Point Presentation**

Board Action Desired: ☒ **Decision** ☐ **Guidance** ☐ **Information**

Staff Report Review:

This staff report has been thoroughly reviewed first by the appropriate divisions/agencies noted on Page 2 followed by those outlined below :

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(Page 2)</u>
<input checked="" type="checkbox"/> Budget Officer	<u>CRH</u>	<u>1/16/13</u>	<u>N</u>
<input checked="" type="checkbox"/> Finance Director	<u>EW</u>	<u>1/16/13</u>	<u>N</u>
<input type="checkbox"/> County Attorney's Office			
<input checked="" type="checkbox"/> County Manager	<u>ld</u>	<u>1/16/13</u>	<u>N</u>

Other Reviewing Divisions/Agencies:

(Click to place a check mark in the following appropriate spaces.)

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(noted below)</u>
<input type="checkbox"/> Animal Control			
<input type="checkbox"/> Business Development & Retention			
<input type="checkbox"/> Citizens Services			
<input type="checkbox"/> Community Development			
<input type="checkbox"/> Emergency Management			
<input type="checkbox"/> Fire & Rescue Services			
<input type="checkbox"/> Health Services			
<input type="checkbox"/> Human Resources			
<input type="checkbox"/> Interagency Information Technologies			
<input type="checkbox"/> Internal Audit			
<input type="checkbox"/> Parks & Recreation			
<input type="checkbox"/> Public Works			
<input type="checkbox"/> Transit Services			
<input type="checkbox"/> Utilities & Solid Waste Management			
<input checked="" type="checkbox"/> Other: <u>Procurement & Contracting</u>	<u>see memo</u>	<u>1/15/13</u>	
<input type="checkbox"/> Other: _____			
<input type="checkbox"/> Other: _____			

Elected Officials or Independent Agencies:

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(noted below)</u>
<input type="checkbox"/> Board of Education			
<input type="checkbox"/> Board of Elections			
<input type="checkbox"/> Board of License Commissioners			
<input type="checkbox"/> Citizens Care & Rehabilitation Center/ Montevue Assisted Living			
<input type="checkbox"/> Frederick Community College			
<input type="checkbox"/> Frederick County Public Libraries			
<input type="checkbox"/> Sheriff's Office			
<input type="checkbox"/> Social Services			
<input type="checkbox"/> State's Attorney's Office			

Comments:

1. <u>From:</u> _____	<u>Date:</u> _____
2. <u>From:</u> _____	<u>Date:</u> _____
3. <u>From:</u> _____	<u>Date:</u> _____
4. <u>From:</u> _____	<u>Date:</u> _____
5. <u>From:</u> _____	<u>Date:</u> _____

BID AWARD CONCURRENCE CHECK OFF AND INFORMATION SHEET

The Board of County Commissioners has requested the following information be provided for all bid awards. Special emphasis has been placed on receiving the concurrence of all County Departments that may have any involvement in a procurement action. Please complete, including concurrence signatures, and include it with the bid award recommendation.

1. Procurement Item and Bid #: EMS Billing Contract Award -

MED-3000 RFP 13-03

2. Name and phone number of staff person to be contacted regarding this procurement and will be present for the bid award recommendation: Steve Leatherman, Ext. 12073

3. Types of funds: Acct. #'s Available Budget Balances

- | | | |
|---------------|-------------------------------------|--------------------------|
| 1. Capital | <input type="checkbox"/> | |
| 2. Operating | <input checked="" type="checkbox"/> | <u>See Attached Memo</u> |
| 3. Enterprise | <input type="checkbox"/> | |
| 4. Other | <input type="checkbox"/> | |

4. Source of funds:

- | | | | |
|-----------|-------------------------------------|------------|--------------------------|
| 1. County | <input checked="" type="checkbox"/> | 3. Federal | <input type="checkbox"/> |
| 2. State | <input type="checkbox"/> | 4. Other | <input type="checkbox"/> |

Concurrence List

(Check applicable staff/department(s) and obtain signature(s))

- ☐ Sheriff
☐ Corrections Bureau
☐ Law Enforcement Bureau

☐ State's Attorney

- ☒ County Attorney
☒ County Manager
☒ Volunteer Fire & Rescue

☐ Business Dev. & Retention Div.

- ☐ Animal Control Div.
☐ Human Resources Div.
☐ Transit Services Div.

- ☒ Finance Division Director
☒ Accounting
☒ Budget
☒ Procurement & Contracting
☐ Risk
☐ Treasury

- ☐ Parks & Recreation Div. Director
☐ Parks Management
☐ Recreation Programming
☐ Custodial Services

- ☐ Public Works Division Director
☐ Highways & Transportation
☐ Facilities & Project Services
☐ Fleet Services

- ☐ Utilities & Solid Waste Management Div. Director
☐ Engineering & Planning
☐ Solid Waste Management
☐ Water & Sewer

- ☐ Community Development Division Director
☐ Planning & Development
☐ Permits and Inspections

- ☐ Health Services Division Dir.
☐ Community Health & Nursing
☐ Developmental Center
☐ Environmental Health
☐ Mental Health
☐ Scott Key Center
☐ Substance Abuse

- ☐ Citizens Services Division Dir.
☐ Child Advocacy Center
☐ Department of Aging
☐ Family Partnership
☐ Housing & Community Development
☐ Office for Children & Families
☐ Human Relations
☐ Workforce Services

- ☒ Fire & Rescue Services Div. Dir.
☐ Emergency Services Bureau
☐ Professional Services Bureau
☒ Technical Services Bureau

- ☐ Interagency Info. Tech. Div. Dir.
☐ Data
☐ GIS
☐ Voice

- ☐ Emergency Management Div. Dir.
☐ Emergency Communications
☐ Emergency Preparedness

INDEPENDENT AGENCIES:

- ☐ Frederick County Public Libraries
☐ Board of Education
☐ Board of Elections
☐ Frederick Community College
☐ Department of Social Services
☐ Citizens Care & Rehab Center & Montevue Assisted Living
☐ Liquor Commission
☐ Internal Audit Div.

OTHER: _____



FREDERICK COUNTY GOVERNMENT

DIVISION OF FINANCE

Erin M. White, CPA, Acting Director

Department of Procurement & Contracting

Diane L. George, CPPB, Director

Winchester Hall, 12 East Church Street
Frederick, Maryland 21701

www.FrederickCountyMD.gov

O: 301-600-1069 F: 301-600-2521

Commissioners

Blaine R. Young
President

C. Paul Smith
Vice President

Billy Shreve
David P. Gray
Kirby Delauter

Lori L. Depies, CPA
County Manager

January 14, 2013

EXECUTIVE SUMMARY

Request for Proposal #13-03
Emergency Medical Billing Services

Purchasing Memo #13-083

County Funds Requested/Required: Revenue Generating

Summary Explanation: It is recommended that the Board of County Commissioners award RFP 13-03 for Emergency Medical Billing Services to MED3000, Inc. at an estimated cost of 6.5% of funds collected from the Ambulance Transport Services for the initial one-year term, March 1, 2013 through February 28, 2014, with two 1-year renewal options at the County's sole discretion.



FREDERICK COUNTY GOVERNMENT

DIVISION OF FINANCE

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Winchester Hall, 12 East Church Street
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Lori L. Depies, CPA
County Manager

TO: Board of County Commissioners

FROM: Diane George, CPPB
Director, Procurement and Contracting 

DATE: January 14, 2013

MEMO: #13-083

SUBJECT: Award Recommendation of RFP #13-03
Emergency Medical Billing Services

ISSUE

Should the County award a contract for RFP #13-03, Emergency Medical Billing Services to MED3000, Inc. of Miamisburg, Ohio at an estimated cost of 6.5% of funds collected from the Ambulance Transport Services for the initial one-year term, March 1, 2013 through February 28, 2014, with two 1-year renewal options at the County's sole discretion, as recommended by the Evaluation Committee?

BACKGROUND

The Procurement and Contracting Department issued and advertised RFP #13-03, Emergency Medical Billing Services on August 20, 2012 via the Frederick County website, [eMarylandMarketplace](http://eMarylandMarketplace.com) and Channel 19. Vendors registered with the County to provide the required services were notified by email about the solicitation. Proposals were received from nine vendors by the September 18, 2012 due date.

The Procurement and Contracting Department facilitated the proposal review and evaluation by the Evaluation Committee consisting of representatives from the Fire & Rescue Division, Division of Finance, and Frederick County Volunteer Fire Rescue Association. Technical expertise and data analysis was provided by consultants under contract with the County for those services.

The Committee received copies of the nine technical proposals to review against the evaluation criteria stated in the RFP and met on October 9, 2012 to discuss and rank the proposals. As a result of the Evaluation Committee's composite evaluation, EMS Management, LifeQuest Services, and MED3000, Inc. were the highest ranked firms and the Committee decided to interview them.

Evaluation Committee members conducted interviews with the three finalists on November 1, 2012 and opened the Best and Final Offers (BAFOs) provided by the finalists on November 2, 2012. The Committee reviewed and discussed the information provided by the finalists during their interviews, results of the reference checks, and BAFOs. As a result of the total technical and price evaluation, the final ranking of the firms was MED3000, Inc., LifeQuest Services, EMS Management.

RECOMMENDATION

Based on all the information obtained during the evaluation process, the Evaluation Committee recommends contract award to MED3000, Inc. because they offered the best value to the County.

The Director of Procurement and Contracting concurs with the award recommendation to MED3000, Inc. and BoCC approval is requested.

FUNDING INFORMATION

Financial Implication: No _____ Yes √ (If yes, provide the following information)

Existing Account Number: 25-8492-53301-F00015
0491 51253 F00001

Budget Transfer Required: No √ Yes _____

Amount of County Funding Requested: Revenue Generating

Other Pertinent Information: _____

Funds are available in the FY13 budget for the contract services.

DLG:PMG:hma

cc: Evaluation Committee



COMMISSIONERS

Blaine R. Young
President

C. Paul Smith
Vice President

Billy Shreve

David P. Gray

Kirby Delauter

COUNTY MANAGER

Lori L. Depies, CPA

FIRE AND RESCUE SERVICES DIVISION

Thomas W. Owens
Director
Phone 301-600-1536

EMERGENCY SERVICES BUREAU

Phone 301-600-1905

TECHNICAL SERVICES BUREAU

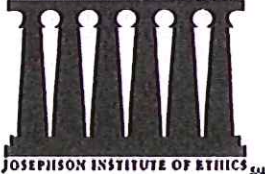
Phone 301-600-2073

PROFESSIONAL SERVICES BUREAU

Phone 301-600-2559

FIRE MARSHAL
Phone 301-600-1479

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Josephson Institute of Ethics.
www.charactercounts.org

FIRE AND RESCUE SERVICES DIVISION FREDERICK COUNTY, MARYLAND

5370 Public Safety Place • Frederick, Maryland 21704-6677 • Fax: 301-600-2592

TTY: Use Maryland Relay Service

www.FrederickCountyMD.gov

Frederick County Government

RFP 13-03

Emergency Medical Billing Services for
Frederick County

Reference: Evaluation Committee Report, RFP #13-03
Emergency Medical Billing Services for Frederick County

Date: November 8, 2012

To: Patricia M. Guise, CPPB, Procurement Analyst
Procurement & Contracting Department

From: Steve Leatherman, Fire & Rescue Division *SLW*
Rick Himes, Fire & Rescue Division *RH*
Tawanda Bailey, Fire & Rescue Division *TAB*
Dennis Fortney – Fire & Rescue Division *DF*
Kathi Tritsch – Finance Division *KT*
Topper Cramer – Chief, Walkersville Volunteer Rescue Co.
Eric Smothers - Vice President of the Executive Committee *ES*

On August 20, 2012 the Procurement & Contracting Department issued RFP 13-03, Emergency Medical Billing Services Fire & Rescue Division, and advertised it on eMarylandMarketplace, Frederick County website and Channel 19, the local cable channel. Additionally, solicitation notices were sent to vendors registered with the County to provide Emergency Medical Billing Services. Procurement & Contracting received proposals from Ambulance Medical Billing, AdvantEdge Healthcare Solutions, Digitech, EMS Management, Intermedix, LifeQuest Services and MED3000 by the September 18, 2012 due date.

The Evaluation Committee received copies of each technical proposal to review against the evaluation criteria stated in the RFP and met on October 09, 2012 to discuss and rank the proposals. Technical rankings were determined. Since the Evaluation Committee had no questions about the technical proposal, then the price proposal was opened. The combined technical and price scores resulted in the following ranking of the three shortlisted vendors: EMS Management, LifeQuest Services and MED3000.

The Procurement Analyst sent letters to the shortlisted vendors on October 19, 2012 and scheduled the oral interviews on November 1, 2012. The three finalist submitted answers to the questions which the Procurement Analyst sent to the Evaluation Committee for review.

After the interviews with EMS Management, LifeQuest Services and MED3000 on November 1, 2012, the Evaluation Committee met afterwards to discuss the presentations and all of the information submitted by the vendors including the vendor references checked by members of the evaluation committee. Best and final offers (BAFO) were due by November 2, 2012,

The Evaluation Committee recommends MED3000 for contract award having submitted the best value, highest rating for both technical and cost for RFP #13-03.

FREDERICK COUNTY, MARYLAND

CONTRACT SERVICES AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 2013, by and between the Board of County Commissioners of Frederick County, a body corporate and politic of the State of Maryland, (herein "County") and MED3000, Inc. (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **6.5% of the total collected fees due County during the Term of this Agreement** (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it

accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect for an initial period of one (1) year after approval and proper execution of the contract documents, with a renewal option for two (2) additional years in one (1) year increments under the same terms and conditions, exercisable at the sole discretion of the County. The successful Contractor will be notified no later than sixty (60) days prior to the end of the contract term if the contract is to be renewed as provided in the Schedule of Performance (Exhibit "D").

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jackie Herrera and Glenn Goodpaster

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Director of Purchasing of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 Independent Contractor. Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "E", attached hereto and incorporated by reference.

All of the above policies of insurance required in Exhibit "B" shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation ; and

(c) In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

~~5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to County a performance bond in the sum of the amount of this Agreement, in the form provided by the County, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.~~

6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Maryland Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the County Manager, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, or Finance. The decisions of the officer or official body selected by the County Manager to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract shall be determined by an officer or official body of the County selected by the County Manager, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, or Finance. The decisions of the officer or official body selected by the County Manager to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties.

Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and (ii) all amounts for which County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

~~7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the County the sum of (input LD amount, if any) _____ (\$_____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The County may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.~~

7.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure pursuant to Section 7.3.

7.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.10 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-Liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenants Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, sent by facsimile or sent by email as follows:

(a) in the case of the County, to:

Patricia M. Guise, CPPB
Procurement Analyst III
Division of Purchasing
12 East Church Street
Winchester Hall
Frederick, Maryland 21701
Office Phone: 301-600-6804
Fax: 301-600-2521
Email: pguise@frederickcountymd.gov

With a copy to: Diane L. George, CPPB
Director of Procurement & Contracting
12 East Church Street
Frederick, MD 21701

(b) in the case of the Contractor, to:

CEO
MED3000, Inc.
680 Andersen Drive, Foster Plaza 10
Pittsburgh, PA 15220
Office Phone: 412-937-8887
Fax: 412-937-9221
Email: Steve.Culham@MED3000.com

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

(SIGNATURES ON NEXT PAGES)

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

**Board of County Commissioners of
Frederick County, MD**
a body corporate and politic of the State of
Maryland

By: _____

By: _____

Blaine R. Young , President
Board of County Commissioners

CONTRACTOR: MED3000, Inc.
3131 Newmark Drive, Suite 100
Miamisburg, OH 45342

Check one: ☐ Individual ☐ Partnership ☐ Corporation

By: _____
Signature of Authorized Representative
(notarized)

Name: _____

Title: _____

Address: _____

State of _____}
County of _____}ss

On _____ before
me, _____
personally _____ appeared

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary
Signature: _____ Notary Seal:

EXHIBIT "A"

SCOPE OF SERVICES

The services shall include routine billings for Emergency Medical Services (EMS) transports and shall provide follow-up to Frederick County residents and non-residents and follow up on claims submissions to Medicaid, Medicare, insurance companies and other designated third parties. The billing and collections service includes fees for both Basic Life Support (BLS) and Advanced Life Support (ALS) transport services provided by Frederick County, as well as "Loaded" ground mileage. In addition, services will include the management of Ambulance "Subscription Club" Program, maintaining a membership database, and collection of fees. Additionally, Contractor agrees to deliver to County 55 CF19 Panasonic Toughbooks with three year extended warranties and 50 docking stations. The County acknowledges it is responsible for installing all 50 docking stations.

Audit: An authorized representative of Frederick County may from time to time audit Frederick County's Emergency Medical Billing accounts.

During the term of this agreement, the Contractor shall be responsible for performing the following:

- The Contractor shall be provided access to Frederick County's current electronic patient care report (ePCR) information, Image Trend. The Contractor shall process this information into the Contractor's computerized billing system to generate invoices to the proper responsible party, collect fees related thereto and follow up on outstanding balances accounting to the Frederick County procedures. All information-processing practices shall meet applicable standards for Health Insurance Portability and Accountability Act (HIPAA) compliance. The Contractor shall provide documentation of HIPAA compliance throughout the entire contract term, including but not limited to providing a Notice of Privacy Practices (NPP) to all patients transported at no additional cost to Frederick County. Failure to maintain HIPAA compliance will be justification for immediate termination of the contract at no cost to Frederick County.
- The Contractor shall collect the Fire/Rescue Division's patient demographic, insurance, medical treatment and charge information and enter such information into the Contractor's computerized billing system. The Contractor shall appoint a manager of patient billing and collections for the Frederick County account. The manager and/or its' designee shall be the point of contact for both the County and the public.
- Within five (5) days of the Contractor's receipt of necessary patient demographic, insurance and medical treatment information from the Fire/Rescue Division, the Contractor shall prepare and submit invoices for payment of all medical services rendered by the Fire/Rescue Division's personnel. The Contractor shall prepare invoices in accordance with the billing procedures and formats required by each of the third party payers to which the invoices shall be submitted.
- The Contractor shall submit invoices to appropriate third party payers including but not limited to Medicare, Medicaid, Blue Shield, commercial insurers, CHAMPUS, Workers' Compensation insurers, automobile insurers and managed care companies, as well as to individual patients who are responsible for payment, in whole or in part, for services rendered by the Fire/Rescue Division. The Contractor shall strictly comply with all Federal, State of Maryland and local laws as well as all regulations pertaining to Medicare, Medicaid and the release of information contained in reports.

- Prior to submitting an invoice for payment, the Contractor shall obtain from the client, policyholder, and/or responsible party, information and signatures necessary to file a claim with the current Medicare Provider, if the customer is eligible for Medicare. The Contractor shall attempt to obtain the necessary information with at least one follow-up notice or phone call if the patient information is incomplete.
- Prior to submitting an invoice the Contractor shall verify that the invoice accurately and completely reflects the demographic, insurance and clinical information provided by the Fire/Rescue Division and the fee associated with provision of the services included on the invoice. The Contractor shall apply its knowledge, experience and judgment to avoid or prevent the submission of claims, bills or invoices to any payor where the Contractor knows or should know, based on the documentation submitted by the County, that the service rendered does not qualify for reimbursement.
- The Contractor shall return to and/or notify Frederick County for further processing or development, any documentation, patient care reports, claims or other such documents, that the Contractor believes are incomplete or that do not qualify for reimbursement, along with an explanation of the reason that the transport cannot be submitted for reimbursement and the additional information that may be required in order for the claim to complete.
- The Contractor shall appeal denied claims on the County's behalf to any denying authority's internal process; however, in no event shall the Contractor be responsible for, nor shall the Contractor initiate any, litigation in any civil or administrative venue on behalf of or in the name of Frederick County.
- The Contractor shall provide a toll free telephone number, as well as an electronic mail address, facsimile telephone number, and 24-hr voicemail system for patients, insurance companies and other payors. The Contractor will answer, process and return calls, electronic mail and faxes Monday through Friday, excluding holidays and weekends.
- The Contractor shall identify itself upon answering telephone calls as the billing agent on behalf of Frederick County. The Contractor shall respond and resolve, in a timely manner, all inquiries and complaints that address any facet of the routine billing service, such as:
 - Account information;
 - Fees,
 - Insurance, etc.
- All inquiries that pertain to patient care services, payment issues, request for waivers and other extraordinary requests must be directed to Frederick County's Authorized Representative for resolution.
- Per the request of Frederick County's Authorized Representative, the Contractor shall assist in handling inquiries and complaints on issues other than billing (e.g.; Class Action Lawsuits, conducting surveys, reporting on proposed/pending legislation and regulatory changes, etc.). The Contractor shall respond to all inquiries and complaints within 48 hours.

- The Contractor shall work with area hospitals to ascertain insurance information for patients that are transported to their facility by a Frederick County Fire/Rescue Division.
- The Contractor will work in collaboration with Frederick County to design, print and send appropriate invoice statements, notices and letters to responsible parties for the services rendered. All standard correspondences (including, but not limited to invoices, statements, notices and/or letters) must be pre-approved by Frederick County prior to initial use by the Contractor. Invoices shall include a return envelope that states the name of the Frederick County Division of Fire and Rescue Services and shall include the County's remittance address.
- The Contractor shall maintain a separate accounting record for each patient for whom services have been rendered by the Fire/Rescue Division. Each patient account shall include information concerning the dates of service rendered, fees charged, invoices issued, payments received, transporting Fire/Rescue Division, and other pertinent information, such as "ambulance subscription club" membership.
- The Contractor shall receive access to Frederick County's Payment Processor's Reporting capabilities via the processor's designated web site. Receipts must be recorded and reconciled daily. A detailed financial record of payments by Individual Fire and Rescue Corporations must be sent to Frederick County' authorized representative and designees via email concurrent with the recording and reconciliation of funds.
- The Contractor will maintain an accounting system through which Contractor maintains records of each billing transaction performed on behalf of Frederick County and through which the Contractor produces accurate and timely summary of reports of all billing activities.
- The Contractor shall establish a system through which it identifies overdue patient accounts and issues appropriate statements notifying patients and third party payers of the balances due on each overdue account and requesting payment of unpaid balances. The Contractor shall issue initial statements of accounts thirty (30) days after submission of original invoices. Subsequent statements requesting payment of unpaid balances shall be issued as directed by the Contract Administrator. The Contractor shall complete all billing operations for patient care reports within one hundred and twenty (120) calendar days of the transport.
- The Contractor shall reference "ambulance subscription club" listing for membership and waive any co-pay or total claim for any said member.
- The Contractor shall communicate with Frederick County authorized representative, patients and third party payers to assist in resolution of problems related to invoices and payments. The Contractor shall respond to all written correspondence and telephone inquires pertaining to invoices submitted by the Contractor on behalf of Frederick County. The Contractor shall forward to the Frederick County's Authorized representative all matters related to Frederick County services other than those matters involving billing, reimbursement and payment for such services.

- Waived Charge Request: If the bill is returned to the Contractor with a request for a waiver of the charge, the Contractor shall forward the request for waiver to the Frederick County Authorized representative for disposition. The Contractor shall send no further bills to the Patient until Frederick County has responded to the Provider on the disposition of the waiver request. If the waiver is approved, the account shall be written off to bad debt; if the waiver is not approved, the account shall be processed in the appropriate billing cycle.
- The Contractor shall review all invoices, billing statements and correspondence related to billing for the Fire/Rescue Division services returned to the Contractor by the Postal Service as undeliverable and shall take reasonable good faith efforts to determine the valid addresses and to resubmit all returned invoices, billing statements and correspondence to the appropriate addresses. When appropriate, the Contractor's efforts to determine valid addresses may include telephone contact of potential sources of relevant information.
- The Contractor shall be sure all billing and collection efforts shall be conducted in compliance with all appropriate Federal, Maryland State laws and local rules and regulations governing health related billing and collections. The Contractor shall be responsible for maintaining compliance with all applicable federal and state requirements as they relate to the process of billing, reimbursement and collection. The Contractor must, at the commencement of the contract, have a compliance program in place that satisfies the standards and the practices set forth in the "Compliance Program Guidance for Third Party Medical Billing Companies," published by the OIG, United States Department of Health and Human Services (HHS) in the Federal Register, December 18, 1998 (63 FR 70138) <http://oig.hhs.gov/fraud/complianceguidance.html>, and the contractor shall furnish satisfactory proof of such compliance program to Frederick County Division of Fire and Rescue Services upon request or execution of an agreement.
- The Contractor shall prepare and deliver to Frederick County monthly financial statements and reports covering the prior month and the fiscal year to date statistics regarding billing services performed on behalf of each of the Fire/Rescue Corporations. The Contractor shall be available to meet with the County's representative to review all such reports. Financial statements shall be prepared in accordance with generally accepted accounting principles. The financial statements and reports prepared by the Contractor shall include the following:
 - month-to-date and year-to-date patient transports and patient transports billed
 - month-to-date and year-to-date payment summary by each Fire/Rescue Corporation or other financial class as determined
 - month-to-date and year-to-date payments received
 - month-to-date and year-to-date gross charges summarized by financial class
 - annual Audit Report
 - other reports reasonably requested by Frederick County. Contractor shall have an in-house programmer capable of creating reports as requested by Frederick County. Such reports shall be provided by Contractor at no additional charge to Frederick County.

- Any and all information and material supplied by the Fire/Rescue Division to the Contractor hereunder shall remain the property of the Fire/Rescue Division and the Contractor will not make copies of any such information or material except to the extent necessary to perform its services hereunder. The Contractor shall maintain the originals of all paper charts, forms, data and other records or documents provided to the Contractor for such period of time as required under the Medicaid provisions of the Social Security Act as amended from time to time, and the Contractor shall then arrange to deliver to the Fire/Rescue Division such stored records for permanent storage or destruction, to be determined by the Fire/Rescue Division. While such stored records are in the Contractor's possession, the Contractor shall have the unrestricted right to utilize the Fire/Rescue Division's information and material so long as all relevant provision with respect to patient confidentiality are not breached.
- The Contractor shall complete and submit on behalf of Frederick County all provider enrollment forms required by third party payers to permit Frederick County to receive compensation for services provided by Frederick County personnel.
- In the event that Frederick County is required to refund all or any portion of payments received on its behalf by the Contractor, the Contractor shall submit such refund payments to the appropriate party using the Contractor's funds and shall include the amounts of such refunds on the appropriate monthly invoice for billing services. The Contractor's obligation to advance refund payments on behalf of Frederick County shall be limited to refunds of not more than one thousand dollars (\$1,000) each or five thousand dollars (\$5,000) in the aggregate for any monthly billing period.
- The Contractor shall maintain, throughout the term of this Agreement, Errors and Omissions insurance coverage. The Contractor shall provide evidence of such continued coverage to Frederick County upon reasonable request.
- The Contractor shall compile a listing of all "Ambulance Subscription Club" memberships per layout provided by Frederick County. The Contractor shall receive access to Frederick County's Payment Processor's reporting capabilities via the processor's designated web site.
- The Contractor shall include the inserting of County provided marketing and or information materials into each billing statement, as necessary, sent to transported patients throughout the year. This will be completed at no additional cost to Frederick County.
- The Contractor must have a HIPAA Compliance Officer that will be available to Frederick County, Monday thru Friday between the hours of 8:00 a.m. 6:00 p.m. EST. The HIPAA Compliance Officer shall be responsible for knowledge of, and compliance with, the most current HIPAA guidelines. Information can be obtained from the following link:
 - HIPAA Regulations and Standards:
<http://www.hhs.gov/ocr/privacy/index.html>
- The HIPAA Compliance Officer shall conduct pre-production and quarterly testing with a third party certification completion company to verify HIPAA compliant format for its electronic transactions files (e.g., outbound claims and coordination of benefits (837); inbound payment and remittance advice (835); claims status inquiry and response (276/277); and eligibility inquiry and response (270/271). This will be completed at no additional cost to Frederick County.

- The HIPAA Compliance Officer shall assist Frederick County in the development of HIPAA and Red-Flag rules, compliance policies, forms and documents, as well as assist Frederick County HIPAA Compliance Officer in the development of training for all Frederick County Providers/staff.
- The Contractor shall assist Frederick County personnel, or its Contractors, in developing training provided to Frederick County providers for documentation, billing and related issues. This training will be in use in orienting new and existing providers. Such training shall be updated frequently, no less than every two years.
- The Contractor will provide regular updates and on-going training to Frederick County on changes to billing requirements based on industry standards or requirements of applicable health care laws and regulations.
- The Contractor shall conduct with a third party certification Compliance Company to conduct an Annual Medicare Claims review study at no additional cost to Frederick County.

Transition and Implementation: The County expects installation, field-testing, training and implementation of the electronic billing and reporting system to be completed and fully operational by **March 1, 2013** after execution of the agreement with the Contractor.

Web Access System: The Contractor shall grant Authorized County staff access to the Patient billing information, for training and support. The Contractor must provide electronic access to their database for Frederick County Fire and Rescue authorized personnel. Access should be available 24 hours/7 days a week.

Disaster and Recovery Plan: The Contractor must have a documented security and disaster recovery plan in place. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. The system shall include:

- Software Crash Tolerance: Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.
- Restart/Recovery: The system shall be capable of restart and recovery after system failure with no loss of data or software components.
- File protection: This feature shall provide the capability to limit the types of operations (e.g., read, write, delete) that can be performed by individual users on given data or program files.
- Integrity Checking Feature: The system shall provide the capability of identifying the existence of program and/or system discrepancies.
- Hardware Redundancy: Implementing backup drives and RAID (redundant array of independent disks) configurations for database, application and network servers.

Billing Procedures:

- The County shall provide the Contractor with the County Ordinance, "Billing for Emergency Medical Services," which the Contractor shall follow.
- If a patient has insurance and the insurance information is known, the insurance carrier will be billed by the Contractor.
- Patients with an authorization signature but without evident insurance information. A statement will be sent indicating specifically that insurance information is needed in order to bill the insurance carrier as well as indicating services and charges.
- Patients without either an authorization signature or insurance information. A statement will be sent specifically asking for an authorization signature and insurance information as well as indicating services and charges.
- If the request for information and/or signature have not been received within thirty (30) days, two (2) additional statements at thirty (30) day intervals between statements shall be sent if the information is not forwarded. If a patient contacts the Contractor with insurance information and/or signature during this time, the Contractor shall bill the insurance carrier.
- If an insurance carrier rejects or pays part of a claim, the Contractor shall inquire as to the reason for rejection, and if appropriate, bill the patient three (3) times, at thirty (30) day intervals between statements. If, after the last statement, the claim or balance remains unpaid, the account will be written off to bad debt. Any resident who has obtained a membership in the ambulance subscription club will not be responsible to pay the balance not covered by their insurance carrier.
- In the event of an incorrect name/address, the Contractor's data bank shall be researched for additional information. If no new information is obtained, the Contractor will forward the claim to the County. The claim will then be researched utilizing the County data bank. If new information is obtained, the claim shall be forwarded back to the Contractor and billed as indicated above.
- If a patient has not responded to statements sent or an account remains inactive for ninety (90) days, the account shall be written off to bad debt. It is extremely important that all attempts of follow-up are exhausted before the account is turned over to the County.

EXHIBIT "B"
SPECIAL REQUIREMENTS

Section 5.3 The requirement for providing a Performance Bond is waived.

Section 7.7 The requirement for Liquidated Damages is waived.

The Contractor shall comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General, §4-301 et seq.) as it applies to the Contractor's operations pursuant to this Agreement and is subject to the provisions of that law; therefore, a Business Associate Agreement is incorporated into this Agreement as Exhibit "G". If the provisions of this Agreement and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (the Social Security Act, 42 U.S.C. 1320a-7(c)(a)(5) and 1320d-2 and 1320d-4 and 45 CFR Parts 160 and 164, HIPAA) Privacy Rule conflict with the Maryland Confidentiality of Medical Records Act regarding the degree of protection provided, the Contractor shall comply with the more restrictive protection requirement.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Payment to the Contractor shall be 6.5% of the total collected balance of fees due County for the first, second, and third contract periods, paid monthly.

In the event this Contract is terminated prior to the 36 month anniversary of the date of execution, County hereby agrees to immediately pay Contractor for any unamortized balances connected with capital expenditures made by Contractor on behalf of the County set forth in Attachment F and specified in Exhibit A.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

After the County receives all requested documents and executes the contract, start-up will begin 60-90 days after receipt of notice to proceed.

The Contractor agrees to deliver to the County 55 CF19 Panasonic Toughbooks with three year extended warranties and 50 docking stations. The County acknowledges it is responsible for installing all 50 docking stations.

EXHIBIT "E"
Insurance

The Contractor shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the County:

General Liability insurance with minimum limits of:

- \$1,000,000 per occurrence;
- \$2,000,000 General Aggregate;
- \$2,000,000 Prod/CO Aggregate;
- \$1,000,000 Personal/Advertising Injury;
- \$ 50,000 Fire Damage Legal Liability and
- \$ 5,000 Medical Expense.

General Liability insurance must cover:

- Premises/Operations;
- Products/Completed Operations;
- Contractual Liability;
- Independent Contractors;
- Broad Form Property Damage and
- Personal/Advertising Injury.

The General Liability insurance policy must include the Board of County Commissioners of Frederick County, Maryland as Additional Insured and must include a Waiver of Subrogation.

Professional Liability/Errors & Omissions coverage with minimum limits of:

- \$1,000,000 per Occurrence and
- \$2,000,000 Aggregate.

If Professional Liability coverage is written on a Claims Made form, coverage must be maintained for a minimum of 3 years after completion of contract or "tail" coverage must be purchased.

Workers' Compensation coverage with minimum statutory limits.

Employers Liability coverage with minimum limits of:

- \$100,000 per Accident;
- \$100,000 per Employee and
- \$500,000 per Policy.

Certificates must have the following phrases struck from the Cancellation text:

"endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".

CERTIFICATE HOLDER needs to be:

Board of County Commissioners of Frederick County, Maryland
12 East Church Street
Frederick, Maryland 21701

If any primary policy's limits fall short of the requirements, be sure to include on the certificate any excess policies that would extend these limits.

All of the above insurance coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature. Any deductibles or self-insured retentions should be noted on the certificate.

If applicable, the Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.

The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

The Contractor shall not commence work under the contract until evidence of all required coverage is received by the County. Further, the Contractor shall not reduce or cancel or change any of the required coverages without thirty (30) days notice of such change to the County.

The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.

The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

Exhibit "F"
Amortization Schedule

<u>Period</u>	<u>Balance Due</u>
1	26,500.00
2	25,805.84
3	25,109.38
4	24,410.60
5	23,709.50
6	23,006.07
7	22,300.29
8	21,592.17
9	20,881.70
10	20,168.86
11	19,453.66
<u>12</u>	18,736.07
13	18,016.10
14	17,293.74
15	16,568.97
16	15,841.80
17	15,112.20
18	14,380.18
19	13,645.73
20	12,908.84
21	12,169.49
22	11,427.69
23	10,683.41
<u>24</u>	9,936.67
25	9,187.44
26	8,435.72
27	7,681.50
28	6,924.78
29	6,165.53
30	5,403.77
31	4,639.47
32	3,872.62
33	3,103.23
34	2,331.28
35	1,556.77
<u>36</u>	779.68
	0.00

Exhibit "G"

Business Associate Agreement

This Business Associate Agreement, dated as of January __, 2013 (the "Agreement"), is entered into by and between MED3000, Inc., a Delaware corporation, ("Business Associate"), and the Board of County Commissioners of Frederick County, MD ("Covered Entity").

WHEREAS, Business Associate and Covered Entity have entered into, or intend to enter into an agreement or other documented arrangement (the "Service Agreement") pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information and electronic Protected Health Information (collectively, "PHI") that is confidential under state and/or federal law;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Service Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, and related regulations set forth at 45 C.F.R. parts 160 and 164 any other applicable regulations promulgated there under, (collectively known as "HIPAA"); and the Health Information Technology for Economic and Clinical Health Act, as incorporated in Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5, , and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and all other applicable state and federal laws, all as amended from time to time;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

- 1) **Definitions.** For the purposes of this Agreement, all capitalized terms used herein without definition shall have the meaning ascribed to them in HIPAA or the HITECH Act, as applicable.
- 2) **Obligations of Business Associate**
 - a) **Permitted Use and Disclosure.** Business Associate will not Use or Disclose, PHI except for the purpose of performing Business Associate's obligations under the Service Agreement and as permitted by this Agreement or as required by law.
 - b) **Appropriate Safeguards.** Business Associate will implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the Use or Disclosure of PHI other than as provided in the Service Agreement and this Agreement.
 - c) **Compliance with Security Provisions.** Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR 164.308, physical safeguards as required by 45 CFR 164.310 and technical safeguards as required by 45 CFR 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR 164.316 and (iii) be in compliance with all requirements of HIPAA and the HITECH Act, and any guidance issued pursuant to Section 13401(c) thereof, related to security and applicable as if Business Associate were a Covered Entity.
 - d) **Compliance with Privacy Provisions.** Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR 164.504(e). Business Associate shall comply with all requirements of HIPAA and the HITECH Act, and any guidance issued pursuant to Section 13401(c) thereof, related to privacy and applicable as if Business Associate were a Covered Entity.
 - e) **Permitted Uses and Disclosures.**
 - i) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - ii) Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted

by 45 CFR §164.504(e)(2)(i)(B).

3) Obligations of the Covered Entity

- a) Notifications. Covered Entity shall notify Business Associate of the following:
- i) the provisions and limitations in its notice of privacy practices to the extent such provisions may affect Business Associate's use or disclosure of PHI;
 - ii) any changes in, or revocation of, permission by individuals to the use and/or disclosure of PHI, if such changes may affect Business Associate's use or disclosure of PHI; and
 - iii) any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.

4) Reporting.

- a) Security Incidents and/or Unauthorized Use or Disclosure of PHI. Business Associate shall notify Covered Entity within thirty (30) business days after Discovery of an unauthorized Use or Disclosure of PHI.
- b) Breach of Unsecured PHI. Business Associate shall within thirty (30) calendar days after Discovery report to Covered Entity any Breach of Unsecured PHI. This notice shall include, if available, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used or Disclosed by the Breach. Business Associate shall cooperate with Covered Entity in complying with the HITECH Act with respect to such Breach.

5) Agreements by Third Parties. To the extent Business Associate discloses or provides access to PHI to a nonaffiliated third party (including agents and subcontractors) in the course of performing its obligations pursuant to the business relationship between the parties, Business Associate shall obtain, prior to making any such disclosure, an agreement from such third party it will be bound by the same statutory restrictions, terms and conditions with respect to such PHI that apply to Business Associate pursuant to this Agreement.

6) Rights of Individuals.

- a) Access to Information. Within ten (10) business days of receipt a written request by Covered Entity for access to PHI received from such Covered Entity about an individual contained in a Designated Record Set, Business Associate will make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set. If any other individual or entity requests access to PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within ten (10) business days, unless direct response to such request by Business Associate is permitted by the Privacy Standards or otherwise by law ("Permitted Response"). For any requests to which Business Associate cannot give a Permitted Response, the Covered Entity will be solely responsible for approving or disapproving such request, and Business Associate will comply with Covered Entity's directions regarding such requests.
- b) Availability of PHI for Amendment. Within ten (10) business days of receipt of a written request from Covered Entity for the amendment of the PHI of any individual or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate will provide such information to Covered Entity for amendment and incorporate any such amendments into the PHI, as required by 45 C.F.R. § 164.526.
- c) Accounting of Disclosures. Within ten (10) business days of receipt of written notice by Covered Entity to Business Associate that Covered Entity has received a request for an accounting of disclosures of PHI of an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate will make available to Covered Entity any such information required by 45 C.F.R. § 164.528 for Covered Entity to make such disclosure to the extent that such information that is in Business Associate's possession; provided, however, that if such request is received less than six (6) years after compliance deadline for the Privacy Standards as required by HIPAA (the "Compliance Date"), then such accounting shall include disclosures made from the Compliance Date through the date of such request. At a minimum, Business Associate will provide Covered Entity with the following information, to the extent Business Associate has such information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI

disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure; provided, however, that such accounting shall not include any disclosures not required to be included by HIPAA. It shall be the sole responsibility of Covered Entity to prepare and deliver any such accounting requested.

- d) Availability of Books and Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA.

7) **Termination of Agreement.**

- a) Termination Upon Breach. This Agreement may be terminated by Covered Entity or Business Associate upon thirty (30) days written notice to the other party of a material breach or pattern or practice that constitutes a material breach of this Agreement and such breach is not cured within the thirty (30) day period. Provided however, the notifying party may immediately terminate this Agreement if it determines cure is not possible, or if neither termination nor cure is possible the notifying party shall report the violation to the Secretary.
- b) Return or Destruction of PHI and Confidential Information Upon Termination. Upon termination of this Agreement, Business Associate will either return or destroy all PHI received at or from Covered Entity or created or received by Business Associate on behalf of Covered Entity and which Business Associate still maintains in any form. Business Associate will not retain any copies of such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy PHI, the terms and provisions of Section 2 shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes that prevented the return or destruction of such PHI.

8) **General.**

- a) Survival of Obligations. The obligations of the parties under this Agreement shall survive indefinitely any termination of this Agreement to the extent that it is not possible to return or destroy all PHI pursuant to Section 7(b).
- b) Notice Regarding Compelled Disclosure. If Business Associate is requested pursuant to, or believes it is required by, applicable law or regulation or by legal process to disclose any PHI, Business Associate will provide Covered Entity with prompt written notice of such request(s) to enable Covered Entity to control the response to such request(s) and, where appropriate, to seek an appropriate protective order to pursue other authorized procedures to challenge the attempt to compel disclosure. Business Associate will cooperate with Covered Entity in its efforts to challenge such compelled disclosure.
- c) Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement, and supersedes all oral and written prior representations, agreements and understandings relating to the subject matter.
- d) Modification, Waiver and Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA and the HITECH Act. However, this Agreement may not be amended, modified, supplemented, or rescinded except by a writing signed by both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- e) Severability. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement which can be given effect without invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- f) Governing Law. The rights, duties and obligations of the parties and the validity, interpretation, performance, and legal effect of this Agreement shall be governed and determined by the laws of the Commonwealth of Pennsylvania, exclusive of its conflict of law rules.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the date first above written.

MED3000, Inc.

By: _____
Title: _____

Board of County Commissioners of Frederick County, MD

By: _____
Title: _____